

RESOLUTION NO. _____, SERIES 2010

A RESOLUTION PURSUANT TO THE CAPITAL AND OPERATING BUDGET ORDINANCES, APPROVING THE APPROPRIATION TO FUND THE FOLLOWING AMENDMENT TO A NONCOMPETITIVELY NEGOTIATED NEW PROFESSIONAL SERVICE CONTRACT - (ANGEL RUBIO - \$26,900.00, FOR A NEW NOT-TO-EXCEED AMOUNT OF \$51,476.00).

Sponsored By: _____

BE IT RESOLVED BY THE LEGISLATIVE COUNCIL OF THE LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT (THE COUNCIL) AS FOLLOWS:

SECTION I: The following appropriation for the listed amendment to contract is hereby approved:

DEPARTMENT OF PUBLIC HEALTH AND WELLNESS

\$26,900.00, for a new not to exceed amount of \$51,476.00 for an amendment to the noncompetitively negotiated new Professional Service Contract with Angel Rubio for constructive dialogues and generation of conversations centered around social justice and health from July 1, 2009 through June 30, 2010.

SECTION II: This Resolution shall take effect upon its passage and approval.

Kathleen J. Herron
Metro Council Clerk

Thomas L. Owen
President of the Council

Jerry E. Abramson
Mayor

Approval Date

APPROVED AS TO FORM AND LEGALITY:

Michael J. O'Connell
Jefferson County Attorney

BY: _____

Health Department - PSC with Angel Rubio First Amendment Resolution Only 111009 [pr]
G:PSCResolution Angel Rubio First AmendmentDr-1pr/ROC/acb01.27.10

CONTRACT DATA SHEET

PSC Type (check one): ☐ New ☐ Renewal ☒ Addendum (to Resolution No. 177 & 224, Series 2009)

Contractor Information

1. Legal Name of Contractor: Angel Rubio
2. Address: 140 Montgomery Avenue
3. City/ State & Zip: Versailles, Kentucky 40683
4. Contact Person Name & Telephone Number: Angel Rubio; 859.879.6261
5. Revenue Commission Taxpayer ID#:
6. If registration is not required please explain:
7. Is account in good standing: Yes
8. Federal Tax ID # (SSN if sole proprietor):

Department Information

9. Requesting Department: LMPH&W – Center for Health Equity
10. Contact Person Name & Telephone: Lisa Tobe 502.574.6606

Contract Information

11. Not to exceed amount: **\$26,900** – (\$24,576 encumbered from original approved PSC) **\$5,000 + \$10,000 + \$1,800 + \$10,100 = \$26,900** remaining
12. Are expenses reimbursed? No
13. If yes list allowable expenses and maximum amount reimbursable:
14. Beginning and ending date of the contract: July 1, 2009 – June 30, 2010
15. Coding: 2901 - 605 - 4126 - 411590 - 521301 Scope of Service (1) **\$24,576.00 Kellogg**
16. Coding: 2101 - 605 - 4167 - 418115 - 521301 Scope of Service (2) **\$ 5,000.00 Healthy Start**
17. Coding: 2901 - 605 - 4105 - 410505 - 521301 Scope of Service (2) **\$10,000.00 RWJ/HKHC**
18. Coding: 1101 - 605 - 4126 - 411590 - 521301 Scope of Service (3) **\$ 1,800.00 General**
19. Coding: 2101 - 605 - 4198 - 419808 - 521301 Scope of Service (4) **\$10,100.00 iHOP**
20. Scope & Purpose of the contract: Scope of Service (1) (attached) \$25.60/hr; 20 hours per week for 48 weeks; Scope of Service (2) (attached), \$25.60/hr, 18 hours per week for (26 weeks). Scope of Service (3): Work with Latino communities and use Digital Storytelling to access health needs – 60 hours total at \$30/hr; Scope of Service (4) (attached) \$25.60, 13 hours/wk for 12 months.

Authorizations

WAB The County Attorney has written the attached Professional Service Contract and has approved that document as to the legality of the instrument itself only and as to its form.

Department Director: [Signature]
Signature certifies:

Date: 1/13/10

R. Cox Funds are available 2/1/10
[Signature] Contractor is registered and in good standing with the Revenue Commission
[Signature] Human Relations Commission registration requirements have been met

Cph Risk Management Division of Finance - Certifies Insurance requirements satisfied: 2-4-10

WRITTEN FINDINGS

EXPLAINING NECESSITY FOR USING NONCOMPETITIVE NEGOTIATION FOR PSC

This document constitutes written request and findings, as required by KRS 45A.380 stating the need to purchase through noncompetitive negotiation for PSC Contract # _____. By the signatures listed below, the Requesting Department has determined, and the Chief Financial Officer concurs, that competition is not feasible because:

_____ A. An emergency exists which will cause public harm as a result of the delay in competitive procedures. **** Mayors Approval required for emergency purchases exceeding \$10,000.**

_____ B. There is a single source within a reasonable geographic area of the supply or service to be procured or leased (attach sole source determination from the Purchasing Department).

 X C. The contract is for the services typically provided by a licensed professional, such as an attorney, architect, engineer, physician, certified public accountant, registered nurse, or educational specialist; a technician such as a plumber, electrician, carpenter, or mechanic; an artist such as a sculptor, aesthetic painter, or musician; or a non-licensed professional such as a consultant, public relations consultant, advertising consultant, developer, employment department, construction manager, investment advisor, or marketing expert and the like.

_____ D. The contract is for the purchase of perishable items purchased on a weekly basis, such as fresh fruits, vegetables, fish, or meat.

_____ E. The contract is for replacement parts where the need cannot reasonably be anticipated and stockpiling is not feasible.

_____ F. The contract is for proprietary items for resale.

_____ G. The contract or purchase is for expenditures made on authorized trips outside the boundaries of the city.

_____ H. The contract is for the purchase of supplies which are sold at public auction or by receiving sealed bids.

_____ I. The contract is for group life insurance, group health and accident insurance, group professional liability insurance, worker's compensation insurance, or unemployment liability insurance.

_____ J. The contract is for a sale of supplies at reduced prices that will afford a purchase at savings to the Metro Government.

_____ K. The contract was solicited by competitive sealed bidding and no bids were received from a responsive and responsible bidder.

_____ L. Where, after competitive sealed bidding, it is determined in writing that there is only one (1) responsive and responsible bidder.

 1/13/10
Requesting Department Director Date

**Mayor

Date

****Signature is required only for Written Finding A**

AMENDMENT TO AGREEMENT

This Amendment to Agreement, made and entered into by and between the **LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT**, acting by and through its **LOUISVILLE METRO DEPARTMENT OF PUBLIC HEALTH AND WELLNESS**, hereinafter referred to as "**METRO GOVERNMENT**" or "**METRO**" and **ANGEL RUBIO** ("**CONSULTANT**"), with offices located at 140 Montgomery Avenue, Versailles, Kentucky 40683,

W I T N E S S E T H:

WHEREAS, the Metro Government and Consultant executed a contract with respect to constructive dialogues and generation of conversations centered around social justice and health; and

WHEREAS, the parties wish to amend the Agreement by increasing its not-to-exceed amount, duration, scope of services, and rate of compensation;

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

Section I. That Section I of the Agreement, Scope of Professional Services, Subsection D, shall be amended in its entirety to read as follows:

D. The services of Consultant shall include but not be limited to the following:

Those described in Attachment A attached hereto and fully incorporated herein.

Section II. That Section II of the Agreement, Fees and Compensation, Subsection A, shall be amended in its entirety to read as follows:

A. The Metro Government shall pay Consultant for appropriately documented services rendered in accordance with Paragraph One (I) of this Agreement. The Metro Government shall reimburse Consultant at the rate of **TWENTY-FIVE DOLLARS AND SIXTY CENTS (\$25.60)** per hour for work done pursuant to sections 1, 2 and 4 of Attachment

A. For work done pursuant to section 3 of Attachment A, the Metro Government shall pay Consultant at the rate of **THIRTY DOLLARS (\$30.00)** per hour.

The total compensation paid pursuant to this Agreement shall not exceed **FIFTY ONE THOUSAND FOUR HUNDRED SEVENTY SIX DOLLARS (\$51,476.00)**.

Section III. That section III of the Agreement, Duration, Subsection A, shall be amended in its entirety to read as follows:

A. This Agreement shall begin July 1, 2009 and shall continue through and including June 30, 2010.


Section IV. All other terms and conditions as set forth in the Agreement shall remain in full force and effect as if fully set out herein.

APPROVED AS TO FORM
AND LEGALITY:

MICHAEL J. O'CONNELL
JEFFERSON COUNTY ATTORNEY

Date: _____

LOUISVILLE/JEFFERSON COUNTY
METRO GOVERNMENT



DR. ADEWALE TROUTMAN, M.D.
DIRECTOR, DEPARTMENT OF
PUBLIC HEALTH AND WELLNESS

Date: 2/4/10

ANGEL RUBIO



ANGEL RUBIO

Date: Feb 4, 2010

Taxpayer Identification No.
(TIN): _

Louisville/Jefferson County
Revenue Commission Account
No.: _

Health Department - PSC with Angel Rubio First Amendment 111009 [pr]

ATTACHMENT A

SCOPE OF WORK STATEMENT
Angel Rubio
Scope of Service (1)

Angel Rubio agrees to be the contractor for the Louisville Metro Department of Public Health and Wellness Center for Health Equity, from July 1, 2009 to May 31, 2010.

During the terms of the contract, Angel Rubio will facilitate constructive dialogues and generate conversations centered on social justice and health. Angel will use the documentary *Unnatural Causes* as a tool to engage in critical dialogue about health disparities to increase social action and policy in Louisville neighborhoods, with an emphasis on Latino/Hispanic communities.

The planned activities for the duration of the contract include:

- Establish an advisory group to the Center on relevant health equity issues of the Latino communities in Louisville.
- Meet twice a Quarter with Advisory Group.
- Develop Spanish-version of Health Equity Dialogues Facilitator's Guide.
- Review and evaluate with staff and Advisory Group all essential and supplemental materials/resources currently used for English-version Health Equity Dialogues on cultural relevance and language-access criteria.
- Make recommendations on effective supplemental materials/resources for Spanish-version Health Equity Dialogues.
- Hold at least three Health Equity Dialogues with advocates, consumers, and community members from the Latino communities.
- Assist CHE staff to develop and implement Men's Health Project activities in the Latino communities and as needed in other Louisville neighborhoods (for example -Portland).
- Support the collaborative efforts of CHE staff as it develops and implements its Strategic Plan.

SCOPE OF WORK STATEMENT

Angel Rubio Scope of Service (2)

Angel Rubio agrees to be the contractor for the Louisville Metro Department of Public Health and Wellness Center for Health Equity, from July 1, 2009 to June 30, 2010.

During the terms of the contract, Angel Rubio in conjunction with the CHE's community-based participatory research activities will involve consumers and community participants at the neighborhood level in critical dialogue about health equity; develop knowledge about important issues, policy research, and policy advocacy about infant mortality and childhood obesity prevention through large and small group discussions. Angel will recommend policy/system changes with the goal of implementing two significant policies following the Prevention Institute Model: (1) strengthening individual knowledge and skills; (2) promoting community education; (3) educating providers; (4) fostering coalitions and networks; (5) changing organizational practices; and (6) policies that support prevention. These methods will enable people to define for themselves and others, including policy makers, what is working and what needs to be changed.

The planned activities for the duration of the contract include:

- Meet monthly with the consortium, known as the Healthy Start Advocates Group's Policy Committee.
- Hold at least 3 health equity dialogues with advocates, consumers, and community members
- Will develop a 4 hour policy advocacy workshop for advocates, consumers, and community members which will include agenda, handouts, curriculum, and evaluation components.
- Implement 16 hours of policy advocacy training for HKHC and MHHM committees
- Will conduct a review of existing policies and their implications for good health outcomes related to infant mortality and childhood obesity prevention through techniques such as key informant interviews, facilitates discussions, digital storytelling, and/or focus groups.
- Will develop action plans related to policy advocacy and infant mortality.
- Will develop action plans related to policy advocacy and childhood obesity prevention.
- Will solicit input of the Consumer Committee and other community and program participants regarding needs and barriers, as well as, strategies for enhancing the community strengths.
- Assist Center for Health Equity staff with digital storytelling workshops as a method to increase local capacity to influence policy decisions

SCOPE OF WORK STATEMENT

Angel Rubio

Scope of Service (3 & 4)

Angel Rubio agrees to be the Project Manager for the iHOP Grant from December 15, 2009 until December 14, 2010 for the Louisville Metro Department of Public Health and Wellness Center for Health Equity

During the terms of the contract, Angel Rubio, in conjunction with two community partners, Americana Community Center and Wesley House Community Services, proposes to develop, implement, and evaluate a community-focused, digital storytelling tool and method, which will enhance their ongoing efforts to engage community members developing action plans to eliminate health inequities.

The **Aqui Es Donde Nos Encontramos Project** proposes the following specific aims to achieve this objective for the Latino populations served by these two neighborhood community centers:

- ➔ Scope of Service (3): Work with Latino communities and use Digital Storytelling to access health needs – 60 hours total at \$30/hr
- ➔ Scope of Service (4): Recruit and train 10 facilitators (2 community center teams of four persons and 2 CHE staff) in using PlaceStories, a digital storytelling methodology, to encourage, support and sustain CHE's Health Equity Dialogue process with these populations.
 - Implement and test the effectiveness of using this specific tool and methodology in expanding the engagement of Latino populations in action planning focused on addressing the social determinants currently limiting their access to prevention and clinical services and on decreasing their exposure to negative systemic issues.
 - Collect, analyze and share relevant information about the community's perception of priority issues regarding health inequities and proposed best practices for addressing these priorities.